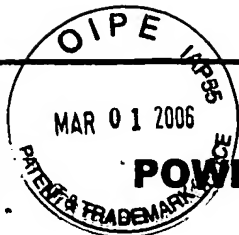


01 MAR 2006

HAMILTON, BROOK, SMITH & REYNOLDS, P.C.



**POWER OF ATTORNEY
and
CORRESPONDENCE ADDRESS
INDICATION FORM**

Application Number	10/541,555
371(c) Filing Date	December 23, 2005
First Named Inventor	Scott Eugene
Confirmation Number	Not Assigned
Group Art Unit	Not Assigned
Examiner Name	Not Assigned
Attorney Docket Number	2947.1008-004

10/541555

Title INDOLE DERIVATIVES AS PPAR MODULATORS

I hereby appoint

- ☒ Practitioners associated with Customer No. 021005
☐ Practitioner(s) named below:

as my/our attorneys/agents to prosecute the application identified above, including any continuation or divisional applications thereof, and to transact all business in the United States Patent and Trademark Office connected therewith.

Please recognize or change the correspondence address for the above-identified application to:

- ☒ Customer Number 021005
 Hamilton, Brook, Smith & Reynolds, P.C.
 530 Virginia Road
 P.O. Box 9133
 Concord, Massachusetts 01742-9133
☐ Other

Please direct all telephone calls and facsimiles to:

Name Steven G. Davis, Esq. Tel. No. 978-341-0036 Fax No. 978-341-0136

I am the:

- ☐ Applicant/Inventor.
☐ Authorized representative of the Assignee, [], of the entire interest. See 37 C.F.R. § 3.71. A Statement under 37 C.F.R. § 3.73(b) is enclosed.
☒ Authorized representative of the Assignee, Eli Lilly and Company, together with Ligand Pharmaceuticals, Inc., of the entire interest. A Statement under 37 C.F.R. § 3.73(b) is enclosed.

SIGNATURE of Applicant or Assignee of Record

Signature	<i>MaCharri Vorndran-Jones</i>
Name & Title	MaCharri Vorndran-Jones, Patent Counsel
Date	February 7, 2006

Docket No. 2947.1008-004STATEMENT UNDER 37 CFR § 3.73(b)

Applicant/Patentee: Scott Eugene Conner, James Allen Knobelsdorf, Nathan Bryan Mantlo, Daniel Ray Mayhugh, Xiaodong Wang, Guoxin Zhu, Jeffrey Michael Schkeryantz and Pierre-Yves Michellys

Application No./Patent No.: 10/541,555 371(c) Filing Date: December 23, 2005

Entitled: INDOLE DERIVATIVES AS PPAR MODULATORS

Eli Lilly and Company

(Name of Assignee)

a Corporation

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is

- A. ☐ the assignee of the entire right, title and interest in the patent application/patent identified above; or
- B. ☒ an assignee together with Ligand Pharmaceuticals, Inc. of the entire right, title and interest in the patent application/patent identified above.

The right, title and interest of the above-named assignee in the patent application/patent identified above is established by virtue of:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s) of the patent application/patent identified above, to the current assignee as shown below:

1. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or a copy thereof is attached.

- ☐ Additional documents in the chain of title are listed on a supplemental sheet.

As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Signature: MaCharri Vorndran-Jones

Name: MaCharri Vorndran-Jones

Title: Patent Counsel

Date: February 7, 2006

COPY

Docket No. 2947.1008-004

Multi-JointASSIGNMENT

WHEREAS, we, **Scott Eugene Conner, James Allen Knobelsdorf, Nathan Bryan Mantlo, Daniel Ray Mayhugh, Xiaodong Wang, Guoxin Zhu and Jeffrey Michael Schkeryantz**, together with co-inventor(s) **Pierre-Yves Michellys**, have invented a certain improvement in **INDOLE DERIVATIVES AS PPAR MODULATORS** described in an application for Patent,

- ☐ the specification of which is about to be filed in the United States Patent Office (*use for utility (37 CFR § 1.53(b)) and design filings only*);
- ☐ is about to be filed in the United States Patent Office as a Provisional Application;
- ☐ the specification of which is United States Application No. [], filed [];
- ☒ the specification of which is a Patent Cooperation Treaty Application, International Application No. **PCT/US03/041698**, filed **December 31, 2003**, which designates the United States of America [and assigned United States Application No. **10/541,555**;
- ☐ which was patented under United States Patent No. [];

WHEREAS, **Eli Lilly and Company** (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the **State of Indiana**, and having a usual place of business at **Eli Lilly Corporate Center, Indianapolis, Indiana 46285** desires to acquire an interest therein in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said invention as described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue on said invention; said invention, application and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said invention, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all such Letters Patent to ASSIGNEE for its own name as assignee of the entire right, title and interest therein; I hereby

expressly authorize the filing of an International Patent Application under the Patent Cooperation Treaty which corresponds to and claims the priority of the above-identified application;

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges, including the execution of applications for patents in foreign countries, and the execution of any further applications including substitution, reissue, divisional or continuation applications, and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved;

AND, we do hereby authorize and request each Patent Office and the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said invention to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

Inventor's Signature: _____

Scott Eugene Conner
Scott Eugene Conner

State/Commonwealth

of

INDIANA

County of

HENRY

On this 1st day of December, 2005, before me, the undersigned notary public, personally appeared **Scott Eugene Conner**,



personally known to me, or



proved to me through satisfactory evidence of identification, which was

ID BADGE

to be the person whose name was signed on the foregoing instrument in my presence, and acknowledged that he/she signed the foregoing instrument as his/her free act and deed.

(SEAL)

Linda C. McDonald Notary Public
(print name)
Linda C. McDonald, Notary Public
My Commission Expires March 16, 2007

Inventor's Signature: _____

James Allen Knobelsdorf

James Allen Knobelsdorf

State/Commonwealth

of _____

Indiana

County of _____

Marion

On this 14th day of November, 20 05, before me, the undersigned notary public, personally appeared **James Allen Knobelsdorf**,

☐

personally known to me, or

☒

proved to me through satisfactory evidence of identification, which was

Picture ID

to be the person whose name was signed on the foregoing instrument in my presence, and acknowledged that he/she signed the foregoing instrument as his/her free act and deed.

(SEAL)

April Dowden

Notary Public

APRIL Dowden

(print name)

My Commission expires 11 / 2 / 2012

Inventor's Signature: _____

Nathan Bryan Mantlo

Nathan Bryan Mantlo

State/Commonwealth

of _____

Indiana

County of _____

Marion

On this 15th day of November, 20 05, before me, the undersigned notary public, personally appeared **Nathan Bryan Mantlo**,

☐

personally known to me, or

☒

proved to me through satisfactory evidence of identification, which was

Employee Picture ID

to be the person whose name was signed on the foregoing instrument in my presence, and acknowledged that he/she signed the foregoing instrument as his/her free act and deed.

(SEAL)

April Dowden

Notary Public

APRIL Dowden

(print name)

My Commission expires 11 / 2 / 2012

Inventor's Signature: Daniel Ray Mayhugh
Daniel Ray Mayhugh

State/Commonwealth

of INDIANA

County of HENRY

On this 2ND day of DECEMBER, 2005, before me, the undersigned notary public, personally appeared **Daniel Ray Mayhugh**,

☐ personally known to me, or

☒ proved to me through satisfactory evidence of identification, which was
ID BADGE

to be the person whose name was signed on the foregoing instrument in my presence, and acknowledged that he/she signed the foregoing instrument as his/her free act and deed.

(SEAL)

Linda C. McDonald Notary Public

LINDA C. McDONALD (print name)

My Commission expires 03 / 16 / 2007

Inventor's Signature: Xiaodong Wang
Xiaodong Wang

State/Commonwealth

of INDIANA

County of HENRY

On this 2ND day of DECEMBER, 2007, before me, the undersigned notary public, personally appeared **Xiaodong Wang**,

☐ personally known to me, or

☒ proved to me through satisfactory evidence of identification, which was
ID BADGE

to be the person whose name was signed on the foregoing instrument in my presence, and acknowledged that he/she signed the foregoing instrument as his/her free act and deed.

(SEAL)

Linda C. McDonald Notary Public

LINDA C. McDONALD (print name)

My Commission expires 03 / 16 / 2007

Inventor's Signature: _____

Guoxin Zhu

Guoxin Zhu

State/Commonwealth

of

INDIANA

County of

HENRY

On this 13TH day of DECEMBER, 20 05, before me, the undersigned notary public, personally appeared **Guoxin Zhu**,



personally known to me, or



proved to me through satisfactory evidence of identification, which was

ID BADGE

to be the person whose name was signed on the foregoing instrument in my presence, and acknowledged that he/she signed the foregoing instrument as his/her free act and deed.

(SEAL)

Linda C. McDonald

Notary Public

LINDA C. McDONALD

(print name)

My Commission expires 03/16/2007

Inventor's Signature: _____

Jeffrey Michael Schkeryantz

Jeffrey Michael Schkeryantz

State/Commonwealth

of

INDIANA

County of

HENRY

On this 5TH day of DECEMBER, 20 05, before me, the undersigned notary public, personally appeared **Jeffrey Michael Schkeryantz**,



personally known to me, or



proved to me through satisfactory evidence of identification, which was

ID BADGE

to be the person whose name was signed on the foregoing instrument in my presence, and acknowledged that he/she signed the foregoing instrument as his/her free act and deed.

(SEAL)

Linda C. McDonald

Notary Public

LINDA C. McDONALD

(print name)

My Commission expires 03/16/2007

COPY

Docket No. 2947.1008-004

Mult-Joint

ASSIGNMENT

WHEREAS, we, Scott Eugene Conner, James Allen Knokehdorf, Nathan Bryan Mantlo, Daniel Ray Mayhugh, Xiaodong Wang, Guoxin Zhu and Jeffrey Michael Schkervantz, together with co-inventor(s) Pierre-Yves Michellys, have invented a certain improvement in **INDOLE DERIVATIVES AS PPAR MODULATORS** described in an application for Patent,

- ☐ the specification of which is about to be filed in the United States Patent Office (use for utility (37 CFR § 1.53(h)) and design filings only);
- ☐ is about to be filed in the United States Patent Office as a Provisional Application;
- ☐ the specification of which is United States Application No. [], filed [];
- ☒ the specification of which is a Patent Cooperation Treaty Application, International Application No. PCT/US03/041698, filed December 31, 2003, which designates the United States of America (and assigned United States Application No. 10/541,555;
- ☐ which was patented under United States Patent No. [].

WHEREAS, Eli Lilly and Company (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the State of Indiana, and having a usual place of business at Eli Lilly Corporate Center, Indianapolis, Indiana 46285 desires to acquire an interest therein in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said invention as described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue on said invention; said invention, application and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said invention, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all such Letters Patent to ASSIGNEE for its own name as assignee of the entire right, title and interest therein; I hereby

expressly authorize the filing of an International Patent Application under the Patent Cooperation Treaty which corresponds to and claims the priority of the above-identified application;

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges, including the execution of applications for patents in foreign countries, and the execution of any further applications including substitution, reissue, divisional or continuation applications, and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved;

AND, we do hereby authorize and request each Patent Office and the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said invention to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

Inventor's Signature: _____

Scott Eugene Conner

State/Commonwealth _____

of _____

County of _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared Scott Eugene Conner,

☐ personally known to me, or

☐ proved to me through satisfactory evidence of identification, which was _____

to be the person whose name was signed on the foregoing instrument in my presence, and acknowledged that he/she signed the foregoing instrument as his/her free act and deed.

(SEAL)

Notary Public

(print name)

My Commission expires ____/____/____

Docket No. 2947.1008-004

Inventor's Signature: _____

James Allen Knobelsdorf

State/Commonwealth

of _____

County of _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared **James Allen Knobelsdorf**,

☐ personally known to me, or

☐ proved to me through satisfactory evidence of identification, which was _____

to be the person whose name was signed on the foregoing instrument in my presence, and acknowledged that he/she signed the foregoing instrument as his/her free act and deed.

(SEAL)

Notary Public

(print name)

My Commission expires ____/____/____

Inventor's Signature: _____

Nathan Bryan Mantlo

State/Commonwealth

of _____

County of _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared **Nathan Bryan Mantlo**,

☐ personally known to me, or

☐ proved to me through satisfactory evidence of identification, which was _____

to be the person whose name was signed on the foregoing instrument in my presence, and acknowledged that he/she signed the foregoing instrument as his/her free act and deed.

(SEAL)

Notary Public

(print name)

My Commission expires ____/____/____

Docket No. 2947.1008-004

Inventor's Signature: _____

Daniel Ray Mayhugh

State/Commonwealth _____

of _____

County of _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared **Daniel Ray Mayhugh**,

☐ personally known to me, or

☐ proved to me through satisfactory evidence of identification, which was _____

to be the person whose name was signed on the foregoing instrument in my presence, and acknowledged that he/she signed the foregoing instrument as his/her free act and deed.

(SEAL) _____

Notary Public

(print name)

My Commission expires ____/____/____

Inventor's Signature: _____

Xiaodong Wang

State/Commonwealth _____

of Indiana

County of Marion

On this 22nd day of December, 2005, before me, the undersigned notary public, personally appeared **Xiaodong Wang**,

☐ personally known to me, or

☒ proved to me through satisfactory evidence of identification, which was _____

to be the person whose name was signed on the foregoing instrument in my presence, and acknowledged that he/she signed the foregoing instrument as his/her free act and deed.

(SEAL) _____

Lisa M. Capps Notary Public

(print name)

My Commission expires 4/22/09

-5-

Docket No. 2947.1008-004

Inventor's Signature: _____

Guoxin Zhu

State/Commonwealth _____

of _____

County of _____

On this _____ day of _____, 20____, before me, the undersigned
notary public, personally appeared **Guoxin Zhu**,

☐ personally known to me, or

☐ proved to me through satisfactory evidence of identification, which was

to be the person whose name was signed on the foregoing instrument in my presence, and
acknowledged that he/she signed the foregoing instrument as his/her free act and deed.

(SEAL)

Notary Public

(print name)

My Commission expires ____/____/____

Inventor's Signature: _____

Jeffrey Michael Schkeryantz

State/Commonwealth _____

of _____

County of _____

On this _____ day of _____, 20____, before me, the undersigned
notary public, personally appeared **Jeffrey Michael Schkeryantz**,

☐ personally known to me, or

☐ proved to me through satisfactory evidence of identification, which was

to be the person whose name was signed on the foregoing instrument in my presence, and
acknowledged that he/she signed the foregoing instrument as his/her free act and deed.

(SEAL)

Notary Public

(print name)

My Commission expires ____/____/____

**This Page is Inserted by IFW Indexing and Scanning
Operations and is not part of the Official Record**

BEST AVAILABLE IMAGES

Defective images within this document are accurate representations of the original documents submitted by the applicant.

Defects in the images include but are not limited to the items checked:

- ☐ **BLACK BORDERS**
- ☐ **IMAGE CUT OFF AT TOP, BOTTOM OR SIDES**
- ☒ **FADED TEXT OR DRAWING**
- ☐ **BLURRED OR ILLEGIBLE TEXT OR DRAWING**
- ☐ **SKEWED/SLANTED IMAGES**
- ☐ **COLOR OR BLACK AND WHITE PHOTOGRAPHS**
- ☐ **GRAY SCALE DOCUMENTS**
- ☐ **LINES OR MARKS ON ORIGINAL DOCUMENT**
- ☐ **REFERENCE(S) OR EXHIBIT(S) SUBMITTED ARE POOR QUALITY**
- ☐ **OTHER:** _____

IMAGES ARE BEST AVAILABLE COPY.

As rescanning these documents will not correct the image problems checked, please do not report these problems to the IFW Image Problem Mailbox.